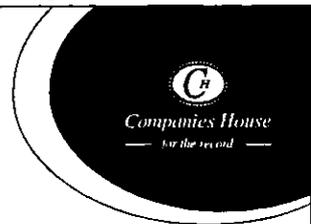


123953/13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

What this form is NOT for
You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

THURSDAY



A17 *A1LA47NE* #328
08/11/2012
COMPANIES HOUSE

1 Company details		For official use
Company number	0 7 5 0 8 8 9 2	<input checked="" type="checkbox"/> Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	REG ROSKROW BARTON LIMITED (the "Assignor")	

2 Date of creation of charge	
Date of creation	^d 2 ^d 4 ^m 1 ^m 0 ^y 2 ^y 0 ^y 1 ^y 2

3 Description	
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	A deed of assignment between the Assignor and the Assignee dated 24 October 2012 (the "Deed").

4 Amount secured		Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge The Assignor covenanted to the Assignee that it will pay, implement, fulfil and discharge the Secured Liabilities to the Assignee when the same are due for payment or discharge (whether by acceleration or otherwise) Capitalised terms appearing in this Form MG01 and continuation pages shall have the meanings ascribed to them under the heading "DEFINED TERMS" on the continuation page entitled "Short particulars of all the property mortgaged or charged"	

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	Continuation page Please use a continuation page if you need to enter more details.
Name	The Co-operative Bank P L C (registered number 00990937),	
Address	having its registered office at PO Box 101, 1 Balloon Street, Manchester (the "Assignee")	
Postcode	M 6 0 4 E P	
Name		
Address		
Postcode		

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	Please see continuation page entitled "Short particulars of all the property mortgaged or charged"	

MG01
Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	None	

8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p>	

9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>John Stephen Lee</i> J. Lee C.P. X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **GXH JARC COO47 242**

Company name **Brodies LLP**

Address **15 Atholl Crescent**

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 H A**

Country **United Kingdom**

DX **DX ED10**

Telephone **0131 228 3777**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

As a continuing security for the payment and discharge by the Assignor of the Secured Liabilities and all other sums intended to be secured by the Deed, the Assignor with full title guarantee assigned absolutely to the Assignee all of the Assignor's rights, title, interest and benefit from time to time in, to and under the following (together the "Assigned Rights")

- 1 the Maintenance Contract, and
- 2 the Maintenance Contract Guarantee,

provided always that, subject to Clause 3 9 of the Deed, if the Assignor has unconditionally and irrevocably paid to the Assignee all sums undertaken to be paid the Assignee shall at the request and cost of the Assignor re-assign to the Assignor the Assigned Rights or otherwise discharge the security

NEGATIVE PLEDGE

The Assignor undertook to the Assignee in the Deed that at all times during the continuance of the security created by the Deed, the Assignor shall

- 1 not without the previous written consent of the Assignee or as expressly permitted by the Facilities Agreement cause or permit or agree to any variation, supplement, waiver, release, novation or termination in respect of the Assigned Contracts or any of the Assigned Rights, and
- 2 not sell or create or permit to subsist any further assignment mortgage charge or other Security Interest upon the Assigned Contracts, the Assigned Rights or any part thereof

DEFINED TERMS

Capitalised terms used in this Form MG01 and continuation pages shall have the following meanings -

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="347 412 1015 441">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="371 488 1433 600">"Assigned Contracts" means the agreements and other documents specified in Clause 3.1 of the Deed and referred to at number 1 and 2 above in the paragraph entitled "Short particulars of all the property mortgaged or charged"</p> <p data-bbox="371 651 743 680">"Borrower" means the Assignor</p> <p data-bbox="371 725 1433 837">"CLP" means The Cornwall Light & Power Co Limited a company incorporated in England and Wales with registered number 2431173 and having its registered office at 2 Station View, Guilford, Surrey GU1 4JY</p> <p data-bbox="371 889 1433 1001">"Cross Guarantee" means the cross guarantee granted or to be granted between the Borrower and each of the Guarantors and the Lender and in a form and substance satisfactory to the Lender</p> <p data-bbox="371 1050 1433 1122">"Debenture" means the debenture entered into or to be entered into between the Borrower and the Lender in a form approved by the Lender</p> <p data-bbox="371 1171 1433 1243">"Facilities Agreement" means the term loan facilities agreement entered into between the Assignor and The Co-operative Bank plc and executed by the Assignor on 30 July 2011</p> <p data-bbox="371 1292 724 1321">"Finance Documents" means</p> <ol data-bbox="371 1361 799 1619" style="list-style-type: none">1 the Facilities Agreement,2 the Cross Guarantee,3 the Security Documents,4 the Hedging Documents, and <p data-bbox="371 1668 1187 1697">any other document designated as such by the Lender and the Borrower</p> <p data-bbox="371 1742 1433 1944">"Guarantors" means each of (i) REG Braich Ddu Limited, REG High Pow Limited, REG High Sharpley Limited, REG Ramsey Limited, REG Roskrow Barton Limited and REG Tranche 1 Holdings Limited for so long as they remain a guarantor under the Cross Guarantee and (ii) such other person which provides at the relevant time a guarantee and/or indemnity in favour of the Lender on account of the liabilities and obligations of the Borrower from time to time and</p>

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

includes for the avoidance of doubt and without limitation each person which provides a cost overrun guarantee in favour of the Lender

"Hedging Documents" means any interest rate hedging documents or arrangements entered into or to be entered into between the Borrower and the Lender pursuant to or in contemplation of the Facilities Agreement and includes, for the avoidance of doubt, any confirmation entered into by the Borrower and the Lender pursuant to such interest rate hedging documents or arrangements

"Landlord" means David John Ingleby, Sarah Mary Ingleby and Richard James Ingleby and Union Pension Trustees Limited as trustees to One Castlemead Insurance Brokers Limited Executive Pension Plan

"Leases" means (i) the lease dated 10 May 2007 between (1) David Toms and Sheila Ann Toms of Glanrafon Corwen, LL21 0HF and (2) CLP which lease is registered at the Land Registry under Title Number CL237280 (as amended, varied or supplemented from time to time) and (ii) the lease dated 17 September 2008 between (1) CLP and (2) Roy Derek Broadbank and Sheila Broadbank (as amended, varied or supplemented from time to time) in each case as assigned and/or novated to the Borrower

"Legal Charge" means the Legal Charge entered into or to be entered into by the Borrower in favour of the Lender in respect of its interest under the Leases in a form approved by the Lender

"Lender" means The Co-operative Bank plc

"Maintenance Contract" means the service and availability agreement entered into between the Assignor and the Supplier and dated on or about the date of the Deed

"Maintenance Contract Guarantee" means the parent company guarantee granted by Vestas Northern Europe A/S in respect of the Supplier's obligations under the Maintenance Contract dated on or about the date of the Deed

"New PPA" means the power purchase agreement entered into or to be entered into between the Borrower and Statkraft Markets GmbH dated on or about the date of the Facilities Agreement

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Project" means the construction, development and operation of the Project Infrastructure at the Site

"Project Infrastructure" means the items of equipment listed in Part 6 of the Schedule (The Project Infrastructure) of the Facilities Agreement and all parts made or assembled and the subject of the Turbine Supply Agreement (to include all replacements and renewals thereof and of any parts thereof and all additions and accessories which form an integral part of such equipment) and any other items of equipment required in connection or associated with the Project

"Secured Liabilities" means the aggregate of all moneys and liabilities, whether of principal, interest, charges, commissions, costs (on a full indemnity basis) or otherwise in whatever currency which may as at the date of the Deed or at any time thereafter be due owing or incurred by the Assignor to the Assignee in any manner whatsoever (including without prejudice to the generality of the foregoing under the terms of the Finance Documents) and whether actual or contingent and whether alone or jointly with others, as principal, cautioner, guarantor, surety or otherwise, and in whatever name or style, all costs charges and expenses of any kind whatsoever including legal and other professional costs and charges incurred by the Assignee from time to time in taking any steps whether by way of legal proceedings or otherwise to enforce any of the provisions of the Deed such costs charges and expenses to be payable in all cases on a full indemnity basis and so that any taxation of the Assignee's legal costs charges and expenses shall be on a solicitor and own client basis

"Security Documents" means

- 1 the Debenture,
- 2 the Legal Charge,
- 3 the Share Charge,
- 4 the Deed,
- 5 the Subordination Deed,
- 6 the Cross Guarantee,

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>7 direct agreements executed by (1) the Borrower, (2) the Landlord or Western Power Distribution (South West) Plc (as relevant) and (3) the Lender in respect of the Leases</p> <p>8 a step in agreement executed by (1) the Borrower, (2) the Supplier and (3) the Lender in respect of the Maintenance Contract</p> <p>9 a step in agreement executed by (1) the Borrower, (2) Statkraft Markets GmbH and (3) the Lender in respect of the New PPA</p> <p>"Security Interest" means any mortgage, legal mortgage, standard security, charge (whether fixed or floating), pledge, lien, assignment in security, assignation, hypothecation, security interest, title retention, right of set-off, right of possession or retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Share Charge" means the share charge entered into or to be entered into by the Shareholder in favour of the Lender in respect of the entire issued share capital of the Borrower in a form approved by the Lender</p> <p>"Shareholder" means REG Tranche 1 Holdings Limited, a company incorporated in England and Wales, registered number 7506566 and having its registered office at 2 Station View, Guilford, Surrey GU1 4JY</p> <p>"Site" means the land at Roskrow Barton, Roskrow, Cornwall all as more fully described in the Lease</p> <p>"Subordinated Creditors" means CLP and each of the Guarantors</p> <p>"Subordination Deed" means the subordination deed entered into or to be entered into between (1) the Borrower (2) the Lender and (3) the Subordinated Creditors</p> <p>"Supplier" means Vestas Celtic Wind Limited</p> <p>"Turbines" means two 850KW wind energy converters (Vestas V52 turbines) provided by the Supplier</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="343 409 1109 459">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="375 481 1436 604">"Turbine Supply Agreement" means the agreement for the supply and installation of the Turbines entered into between CLP and the Supplier dated 16 May 2007 as novated by CLP and the Supplier to the Borrower</p> <p data-bbox="375 638 1436 728">Capitalised terms appearing in this Form MG01 and continuation pages and not defined on this form shall have the meanings ascribed to them in the Deed or the Facilities Agreement</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7508892
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 24
OCTOBER 2012 AND CREATED BY REG ROSKROW BARTON
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK
P.L.C. ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 8
NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 NOVEMBER
2012

Dx



Companies House

